

1 Honorable Robert S. Lasnik  
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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 CARREA CHRISTOPHER,

11 Plaintiff,

12 v.

13 FORD MOTOR COMPANY, INC.,

14 Defendant.

CASE NO. 2:17-cv-00738-RSL

**MODEL STIPULATED  
PROTECTIVE ORDER  
~~(PROPOSED)~~**

Note on Motion Calendar:  
January 2, 2019

15 1. **PURPOSES AND LIMITATIONS**

16 Discovery in this action is likely to involve production of confidential, proprietary, or  
17 private information for which special protection may be warranted. Accordingly, the parties  
18 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
19 parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket  
20 protection on all disclosures or responses to discovery, the protection it affords from public  
21 disclosure and use extends only to the limited information or items that are entitled to  
22 confidential treatment under the applicable legal principles, and it does not presumptively entitle  
23 parties to file confidential information under seal.

24 2. **"CONFIDENTIAL" MATERIAL**

25 "Confidential" material shall include the following documents and tangible things  
26 produced or otherwise exchanged: (1) formulas or trade secrets; (2) confidential business or

1 financial information; (3) non-public, proprietary, commercially-sensitive-information; and (4)  
2 personal and private information regarding any person (including current and former street  
3 addresses for natural persons, Social Security numbers, telephone numbers, email addresses,  
4 dates of birth, driver's license numbers, account numbers, maiden names, and passwords).

5 **3. SCOPE**

6 The protections conferred by this agreement cover not only confidential material (as  
7 defined above), but also (1) any information copied or extracted from confidential material; (2)  
8 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
9 conversations, or presentations by parties or their counsel that might reveal confidential material.

10 However, the protections conferred by this agreement do not cover information that is in  
11 the public domain or becomes part of the public domain through trial or otherwise.

12 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

13 **4.1 Basic Principles.** A receiving party may use confidential material that is disclosed  
14 or produced by another party or by a non-party in connection with this case only for prosecuting,  
15 defending, or attempting to settle this litigation. Confidential material may be disclosed only to  
16 the categories of persons and under the conditions described in this agreement. Confidential  
17 material must be stored and maintained by a receiving party at a location and in a secure manner  
18 that ensures that access is limited to the persons authorized under this agreement.

19 **4.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
20 ordered by the court or permitted in writing by the designating party, a receiving party may  
21 disclose any confidential material only to:

22 (a) the receiving party's counsel of record in this action, as well as employees  
23 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

24 (b) the officers, directors, and employees (including in house counsel) of the  
25 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties  
26 agree that a particular document or material produced is for Attorney's Eyes Only and is so

1 designated;

2 (c) experts and consultants to whom disclosure is reasonably necessary for  
3 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
4 A);

5 (d) the court, court personnel, and court reporters and their staff;

6 (e) copy or imaging services retained by counsel to assist in the duplication of  
7 confidential material, provided that counsel for the party retaining the copy or imaging service  
8 instructs the service not to disclose any confidential material to third parties and to immediately  
9 return all originals and copies of any confidential material;

10 (f) during their depositions, witnesses in the action to whom disclosure is  
11 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"  
12 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of  
13 transcribed deposition testimony or exhibits to depositions that reveal confidential material must  
14 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
15 under this agreement;

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information, provided that the  
18 author or recipient has signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A)  
19 and is not employed by or working for a competitor to Ford;

20 (h) any mediators retained by the parties in this case and their staff.

21 4.3 Filing Confidential Material. Before filing confidential material or discussing or  
22 referencing such material in court filings, the filing party shall confer with the designating party,  
23 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
24 remove the confidential designation, whether the document can be redacted, or whether a motion  
25 to seal or stipulation and proposed order is warranted. During the meet and confer process, the  
26 designating party must identify the basis for sealing the specific confidential information at issue,

1 and the filing party shall include this basis in its motion to seal, along with any objection to  
2 sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be  
3 followed and the standards that will be applied when a party seeks permission from the court to  
4 file material under seal. A party who seeks to maintain the confidentiality of its information must  
5 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the  
6 motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied,  
7 in accordance with the strong presumption of public access to the Court's files.

8 **5. DESIGNATING PROTECTED MATERIAL**

9 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each party  
10 or non-party that designates information or items for protection under this agreement must take  
11 care to limit any such designation to specific material that qualifies under the appropriate  
12 standards. The designating party must designate for protection only those parts of material,  
13 documents, items, or oral or written communications that qualify, so that other portions of the  
14 material, documents, items, or communications for which protection is not warranted are not  
15 swept unjustifiably within the ambit of this agreement.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
17 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
18 unnecessarily encumber or delay the case development process or to impose unnecessary  
19 expenses and burdens on other parties) expose the designating party to sanctions.

20 If it comes to a designating party's attention that information or items that it designated  
21 for protection do not qualify for protection, the designating party must promptly notify all other  
22 parties that it is withdrawing the mistaken designation.

23 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
24 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
25 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
26 be clearly so designated before or when the material is disclosed or produced.

7 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
8 and any participating non-parties must identify on the record, during the deposition or other  
9 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other  
10 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after  
11 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the  
12 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
13 confidential information at trial, the issue should be addressed during the pre-trial conference.

14 (c) Other tangible items: the producing party must affix in a prominent place  
15 on the exterior of the container or containers in which the information or item is stored the word  
16 "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection,  
17 the producing party, to the extent practicable, shall identify the protected portion(s).

18        5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
19 designate qualified information or items does not, standing alone, waive the designating party's  
20 right to secure protection under this agreement for such material. Upon timely correction of a  
21 designation, the receiving party must make reasonable efforts to ensure that the material is  
22 treated in accordance with the provisions of this agreement.

## 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24       6.1    Timing of Challenges. Any party or non-party may challenge a designation of  
25 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
26 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic

1 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
2 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
3 original designation is disclosed.

4       6.2    Meet and Confer. The parties must make every attempt to resolve any dispute  
5 regarding confidential designations without court involvement. Any motion regarding  
6 confidential designations or for a protective order must include a certification, in the motion or in  
7 a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
8 conference with other affected parties in an effort to resolve the dispute without court action. The  
9 certification must list the date, manner, and participants to the conference. A good faith effort to  
10 confer requires a face-to-face meeting or a telephone conference.

11       6.3    Judicial Intervention. If the parties cannot resolve a challenge without court  
12 intervention, the designating party may file and serve a motion to retain confidentiality under  
13 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
14 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
15 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
16 other parties) may expose the challenging party to sanctions. All parties shall continue to  
17 maintain the material in question as confidential until the court rules on the challenge.

18 7.       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
19 LITIGATION

20       If a party is served with a subpoena or a court order issued in other litigation that compels  
21 disclosure of any information or items designated in this action as "CONFIDENTIAL," that  
22 party must:

23           (a)    promptly notify the designating party in writing and include a copy of the  
24 subpoena or court order;

25           (b)    promptly notify in writing the party who caused the subpoena or order to  
26 issue in the other litigation that some or all of the material covered by the subpoena or order is

1 subject to this agreement. Such notification shall include a copy of this agreement; and  
2 (c) cooperate with respect to all reasonable procedures sought to be pursued  
3 by the designating party whose confidential material may be affected.

4 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
6 material to any person or in any circumstance not authorized under this agreement, the receiving  
7 party must immediately (a) notify in writing the designating party of the unauthorized  
8 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,  
9 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of  
10 this agreement, and (d) request that such person or persons execute the "Acknowledgment and  
11 Agreement to Be Bound" that is attached hereto as Exhibit A.

12 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
13 MATERIAL**

14 When a producing party gives notice to receiving parties that certain inadvertently  
15 produced material is subject to a claim of privilege or other protection, the obligations of the  
16 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
17 provision is not intended to modify whatever procedure may be established in an e-discovery  
18 order or agreement that provides for production without prior privilege review. The parties  
19 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

20 **10. . NON TERMINATION AND RETURN OF DOCUMENTS**

21 Within 60 days after the termination of this action, including all appeals, each receiving  
22 party must return all confidential material to the producing party, including all copies, extracts  
23 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of  
24 destruction.

25 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
26 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,

1 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
2 work product, even if such materials contain confidential material.

3 The confidentiality obligations imposed by this agreement shall remain in effect until a  
4 designating party agrees otherwise in writing or a court orders otherwise.

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6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD,

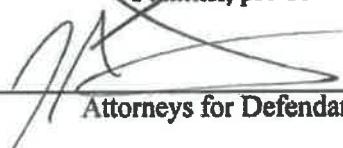
7 DATED: 12-28-18



Plaintiff, pro se

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9 DATED: 11/7/2019



Attorneys for Defendant

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12 PURSUANT TO STIPULATION, IT IS SO ORDERED

13 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
14 documents in this proceeding shall not, for the purposes of this proceeding or any other federal  
15 or state proceeding, constitute a waiver by the producing party of any privilege applicable to  
16 those documents, including the attorney-client privilege, attorney work-product protection, or  
17 any other privilege or protection recognized by law.

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19 DATED: Jan. 10, 2019



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21 Robert S. Lasnik  
22 United States District Court Judge  
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